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Director and Health Officer

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## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#31 APRIL 19, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER



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April 19, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE AGREEMENTS WITH OXFORD UNIVERSITY PRESS, INC.  
EFFECTIVE UPON EXECUTION TO PUBLISH A PUBLIC HEALTH PRACTICE BOOK (ALL  
DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute the Volume Editor's, Guarantee, and Contributor's Agreements with Oxford University Press, Inc. to publish a book about public health practice in Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute a Volume Editor's Agreement with Oxford University Press, Inc. (OUP), substantially similar to Attachment A, for oversight, management, and preparation of a manuscript for a work provisionally entitled Public Health In Practice: Lessons from the Nation's Largest, Most Diverse County, effective upon execution by both parties with no monetary payment between parties.
2. Approve and instruct the Director of DPH, or his designee, to execute on behalf of each contributing DPH staff a Contributor's Agreement with OUP, Attachment B, for development and preparation of a contribution to a manuscript for a work provisionally entitled Public Health In Practice: Lessons from the Nation's Largest, Most Diverse County, effective upon execution by both parties with no monetary payment between parties.
3. Approve and permit a) the Director of DPH and DPH's Chief Science Officer as the editors of the manuscript to execute a Guarantee Agreement with OUP, substantially similar to Attachment C, and b) each contributing DPH staff member involved in the writing of the manuscript to execute a Guarantee Agreement with OUP, substantially similar to Attachment D, for the prompt performance and compliance by the County of Los Angeles (County) as the Employer, of his or her authored

portion of a work provisionally entitled Public Health In Practice: Lessons from the Nation's Largest, Most Diverse County, effective upon execution by both parties, with no monetary payment between parties.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

With the support of your Board, DPH has led many population health improvement initiatives and projects. Due to the prominence and variety of accomplishments of these activities, DPH now has a unique opportunity to have OUP publish a book about public health practice in Los Angeles County. The publisher's interest in producing a book about local health jurisdiction efforts is well-suited to the size, diversity, and complexity of Los Angeles County. A book of this nature would be the first of its kind, providing practical guidance from real-world practice about how to address public health challenges common to many jurisdictions and opportunities for innovation. Expository case studies will highlight planning strategies, program design, implementation and evaluation, policy development, disease and injury control program implementation, and efforts to address social and physical environmental determinants of health and ill-health.

One of the primary benefits of the book will be to enhance the County's reputation as having one of the most forward-thinking and action-oriented local health departments in the nation. In an increasingly difficult fiscal environment, the platform provided by this book will allow DPH increased influence on national funding for public health priorities and provide tangible examples of the importance of channeling available money to competent large jurisdictions, such as Los Angeles County.

The book will also help broadly demonstrate DPH capacities, opportunities, successes, and challenges as well as provide scientific visibility for evidence-based projects and initiatives being addressed in Los Angeles County. Furthermore, the book will enhance DPH's image as a professionally sound and fulfilling place for public health professionals to work, which should strengthen DPH's ability to recruit and retain high-level staff; and provide professional development and recognition for DPH scientific staff who deliver local public health leadership to improve job satisfaction and assist in DPH's retention of key staff.

OUP is a prestigious publisher, especially in the arena of scholarly, educational, and research driven works. They are the world's largest university press and publish more than 6,000 new titles each year.

In approving the recommended actions, your Board is authorizing the Director of DPH or his designee to execute the Volume Editor's and Contributors agreements with OUP for the purpose of developing the manuscript for the book. Additionally, your Board is authorizing the Director of DPH, DPH's Chief Science Officer, and each contributing DPH staff involved in the manuscript to execute Guarantee Agreements for the prompt performance and compliance by the County as the Employer. OUP requires Guarantee Agreements when the party executing the contract, in this case the County, is not the individual producing the manuscript.

The creation of this work will be accomplished by DPH staff as part of their work duties. In executing these agreements, the Board is also authorizing DPH staff to work with other entities to secure permission, as needed, for use of all third-party copyright material in connection with the publishing of the book. OUP requires the Guarantee Agreement as an assurance that both the Director and the Chief Science Officer will perform in a timely manner its obligations as the editors of the manuscript.

In both the Editor and Contributor agreements, OUP requires the County to indemnify and hold OUP, as the publisher, harmless from claims brought by third parties regarding the breach of warranties and representations contained within the Editor and Contributor agreements. With the indemnification language in these agreements, the County faces the usual risks that an editor and contributor would assume in creating and publishing a work regarding the use of copyrighted material.

OUP has a main office in the State of New York. The Volume Editor's Agreement, Contributor's Agreement, and the two Guarantee Agreements stipulate the jurisdiction and venue for disputes regarding each agreement is the State of New York.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

There are no costs associated with this Board action. As is customary with books developed in the public sector, there will be no monetary payments between OUP and any DPH staff.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In early Fall 2010, DPH staff approached OUP and began a discussion about publishing a book regarding public health practice in Los Angeles County. The purpose of the book is to provide case studies of practical public health planning, program management, and policy development from a large, complex, urban public health department that exemplifies problems common to many jurisdictions as well as opportunities for innovation. The primary audience for the book is public health practitioners at all levels. Secondary audiences include schools of public health, public policy, public administration and law, as well as other academic and public health professionals.

OUP provided both the Volume Editor's Agreement and Contributor's Agreement to execute to begin the publishing process. In the agreements, OUP outlined the responsibilities of DPH staff in this process which included providing to OUP, by no later than November 1, 2011, the manuscript, an Editor Questionnaire, a list of copyright material and pertinent information as the ownership or source of such material, and authorization received by DPH staff to use third-party copyright material. In addition, as is typical of scientific publications, copyright is transferred to the publisher. Additionally, OUP provided Guarantee Agreements to be executed by the Director of DPH, DPH's Chief Science Officer, and by each contributing DPH staff involved in writing a portion of the manuscript.

Whereas the contributors to the book may be developing content during regular working hours, the content will relate specifically to their daily roles and responsibilities as program directors, project managers, and data analysts. DPH personnel routinely submit scientific journal articles for publication in an effort to expand evidence-based best practices within the field of public health and

share information. The opportunity to publish a series of case studies based on real-world experiences from the range of experts within DPH offers a format to capture the scope of activities underway in the County.

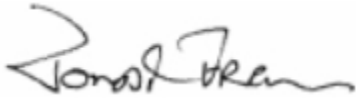
Publication of the book is anticipated in February, 2012.

The recommended agreements have been reviewed and approved by County Counsel and the Chief Executive Office Risk Management Operations.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will strengthen DPH's ability to seek and obtain funding opportunities that will enable the Department to continue to support valuable programs during this fiscally challenging time, and will enhance Los Angeles County's position as having one of the most forward-thinking and action-oriented local health departments in the nation.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding", written in a cursive style.

JONATHAN E. FIELDING, M.D., M.P.H.  
Director and Health Officer

JEF:MA  
BL#01784

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**VOLUME EDITOR'S AGREEMENT**

**AGREEMENT, dated as of March 9, 2011, between OXFORD UNIVERSITY PRESS, INC.** of 198 Madison Avenue, New York, New York 10016 ("the Publisher"); and

The County of Los Angeles (the "Employer"), for and on behalf of

**Jonathan Fielding of <<INSERT ADDRESS>> and Steven Teutsch <<INSERT ADDRESS>>**

(the "Editor").

**WHEREAS** the Employer warrants to the Publisher and its assignees and licensees that the Employer has the unencumbered right to enter into this Agreement for and on behalf of the Editor and to authorize publication of the Work; and

**WHEREAS** the Employer guarantees the Editor's performance pursuant to a separate agreement between the Publisher and the Editor (the "Guarantee");

**WHEREAS** the Editor wishes to edit, and coordinate the preparation, completion and delivery to the Publisher of a manuscript for a work provisionally entitled *Public Health In Practice: Lessons from the Nation's Largest, Most Diverse County* (the "Work"); and

**WHEREAS** the Publisher has agreed to publish the Work on the terms of this Agreement.

**NOW IT IS HEREBY AGREED** that the Publisher and the Editor hereby accept and agree to the terms of this Agreement, which incorporates the following Schedules, which are attached:

SCHEDULE I:	Specifications, Delivery and Editor's obligations
SCHEDULE II:	Payments by the Publisher
SCHEDULE III:	Standard Terms and Conditions

**SIGNED by:** .....**Citizen Of** .....

**Print Name:** ..... **Title:** .....  
**For and on behalf of the County of Los Angeles**

**SIGNED by:** .....  
**Joan Bossert, V.P. Publisher, Brain Sciences**  
for and on behalf of **OXFORD UNIVERSITY PRESS, INC.**

**For Internal Use: OUP Inc. Editor's Initials/MR**

**SCHEDULE I**  
**Specifications, Delivery and Editor's Obligations**

**1. SPECIFICATIONS.**

The Editor will edit and coordinate preparation by Contributors (each, a "Contributor") of a manuscript that complies with the Publisher's Manuscript Submission Guidelines and any other Editor guidelines and instructions, to be provided upon execution of the Agreement of which copies have been supplied to the Editor on or upon signing this Agreement and that also meets the following specific requirements:

**Subject Matter and Treatment**

A collection of case studies of practical public health planning, programs, and policy development using an expository case-study approach primarily from a large, complex, urban public health department that exemplify problems common to many jurisdictions.

**Length**

The manuscript to be delivered will consist of approximately **450 ms. pages**, the completed text is to make a book of approximately **300** printed pages.

**Text**

As further specified in the Publisher's Manuscript Submission Guidelines, the complete and final text of the manuscript will be delivered both in hard copy form (double-spaced), printed on one side only, and as a text file in an electronic format approved by the Publisher, formatted in accordance with a template provided by the Publisher.

**Illustrations**

In accordance with the Publisher's Manuscript Submission Guidelines, the Editor will supply the **Figures and/or other artwork** as:

- **Illustrations on disk (separate from the disk on which the text is delivered)**

**The Publisher will be responsible for providing the jacket and cover artwork.**

**Integral Materials**

The Editor will supply, or, as provided below, coordinate the supply by the Contributors of the following materials ("Integral Materials"):

**Materials**

**Introduction**

**Table of Contents**

**Tables**

**Graphs**

**Charts**

**Bibliography**

**The Publisher will be responsible for providing an index.**

If the Editor does not supply any of these Integral Materials, the Publisher may arrange for the provision of the relevant items by others and may charge the reasonable cost thereof against any sums due or to become due to the Editor, or, at the Publisher's discretion, such costs may be payable by the Editor in cash, in which event the Editor will pay such costs thirty (30) days following receipt of invoice delivered by the Publisher.

## **2. DELIVERY.**

The Editor will deliver to the Publisher no later than 1 November 2011 the material as listed in Clause 1 above together with:

- A note of the exact number of words and figures in the delivered manuscript
- A completed Editor Questionnaire as supplied by the Publisher
- Agreements signed by each Contributor to the Work (the templates for which agreements will be provided by the Publisher to the Editor for this purpose)
- A complete list of any textual or illustrative copyright material, the copyright in which is not owned by the Editor or the relevant Contributor, with full details of the ownership or source of such material
- Originals of permissions granted as needed for use of all third-party copyright material included in the delivered manuscript
- One photocopy of each illustration
- Manuscript submission checklist
- Figure correlation table (if applicable)
- Electronic file correlation table

The Editor agrees to keep at least one (1) copy of all materials delivered to the Publisher and will ensure that all copies of illustrative and other materials are kept in a safe environment.

## **3. EDITOR'S RESPONSIBILITIES.**

It is the Editor's responsibility to ensure that the Editor's arrangements with Contributors are such as to enable the Editor to fulfill the Editor's contractual obligations to the Publisher under this Agreement and, accordingly (but without limiting the generality of the foregoing), the Editor will, in compliance with the Publisher's guidelines and delivery instructions as supplied to the Editor, do the following:

- 3.1. Determine, in collaboration with the Series Editor and the Publisher, the organization, scope, subject matter, interrelationship, and relative length of the chapters to be included in the Work;
- 3.2. Following consultation with, and receipt of approval of, the Publisher regarding the identity and terms of appointment of the Contributors to the Work (such approval not to be unreasonably withheld, delayed or conditioned), the Editor will, within three (3) months of the date of this Agreement, invite to serve as Contributors such number of suitable experts in the discipline covered by the

relevant section of the Work as the parties may agree and submit to the Publisher the full name, affiliation and contact information. Using a contract template provided by the Publisher, the Editor will contract with each Contributor to the Work until all chapters are assigned. The Editor will not authorize any Contributor to commence any work until a contract has been executed with the relevant Contributor in the form approved by the Publisher;

- 3.3. Brief Contributors on the length and subject matter of their contributions, the style in which they are to be written and the dates by which their draft and final contributions must be delivered to the **Editor**;
- 3.4. Assist, as requested by the Publisher, in selecting and creating elements to be part of the front or back matter, including, but not limited to, a glossary and list of abbreviations;
- 3.5. Monitor closely the work of the Contributors and ensure that such work meets the required standard in terms of both content, style and quality and that the Contributors are making such progress on their contributions as necessary to enable the Editor to meet the delivery deadline for the manuscript;
- 3.6. Regularly liaise with the Publisher regarding the work of the Contributors and notify the Publisher promptly of any failure of a Contributor to produce work to the required standard or to make sufficient progress on it (and the Publisher, after due consultation with the Editor, will determine in its sole discretion what course to take, including possibly the termination of a Contributor's appointment);
- 3.7. Edit the material produced by each Contributor;
- 3.8. Carefully review sensitive material in the work of Contributors and, whenever necessary or appropriate, notify the Publisher that it should engage a specialist advisor to check particular passages;
- 3.9. Ensure that all material produced by the Contributors and by the Editor for inclusion in the Work:
  - (a) is of good quality, relevant and in good English, and that all footnotes, citations, references and cross-references are complete and accurate;
  - (b) is original, has not already been published in whole or substantial part and does not infringe the copyright or other intellectual property or proprietary right of another person;
  - (c) does not contain any third-party copyright material which has not been cleared for use in the Work in all forms and editions contemplated by this Agreement; does not contain any libelous, obscene, unlawful or otherwise objectionable material;
  - (d) does not, so far as can reasonably be determined by the Editor, contain any statements of fact which are not true or any recipe, formula, diagram, or

instruction which if followed accurately will cause illness injury or damage to the user;

- (e) conforms to the style guidelines drawn up by the Publisher as amended from time to time;
  - (f) conforms to the agreed specifications for the Work, including, without limitation, its extent, scope and suitability for its intended readership;
- 3.10. Supervise the assembly of all illustrative materials necessary for the completion of the Work, including filing written permissions with Publisher, in collaboration with the Contributors;
- 3.11. Regularly liaise with and render all necessary assistance to the Publisher during the development and production of the Work;
- 3.12. Handle copyediting queries and review of proofs, as follows:
- (a) The Publisher will send a complete set of the first proofs to the Editor, but not to the individual Contributors; it will be at the discretion of the Editor whether to send the proofs to the individual Contributors.
  - (b) The Editor will read, check and correct the Work in proof and liaise with the Contributors as necessary with respect thereto and will return the Work in proof to the Publisher within thirty (30) days (or such other time period as is agreed with the Publisher) of the date of dispatch by the Publisher, incorporating both the Editor's own corrections and amendments and any by Contributors with which the Editor concurs.
  - (c) Queries that arise during the copy-editing process will be referred by the Publisher to the Editor, who will respond promptly and in any case within seven (7) days of receipt; it will be the responsibility of the Editor to liaise with relevant Contributors in respect of such queries if he/she deems it necessary.
  - (d) It will be entirely at the discretion of the Publisher whether to have a second proof stage prior to the production of camera ready copy; if the Publisher does so it will send the revised proofs to the Editor for review (any corrections and other observations to be communicated to the Publisher within seven (7) days), but not to the individual Contributors.

## **SCHEDULE II**

### **PAYMENTS BY THE PUBLISHER**

For the purpose of this Schedule the expression "Net Receipts" means the amounts actually earned and received in the United States by the Publisher from the sale or exploitation of the Work. "OUP UK" means the Publisher's UK affiliate Oxford University Press, and "OPL" means Oxford Publishing Limited, a wholly-owned subsidiary of OUP UK.

If the Publisher exercises a particular right for which a royalty or other compensation due to the Editor is not otherwise provided in this Agreement, the Publisher will pay the Editor compensation equal to its good faith determination of the fair market value to the Editor of any such exercise of rights by the Publisher.

#### **A. ROYALTIES.**

The Publisher will pay to the Editor the following royalties:

##### **1. PRINT SALES.**

On regular sales of the print edition of the Work:

###### **Hardcover**

- (i) On all copies sold in the United States, except as provided in subpart (ii) below, **0%** of Net Receipts.
- (ii) On all copies sold for purposes of export **0%** of Net Receipts.

###### **Paperback**

- (i) On all copies sold in the United States **0%** of Net Receipts.
- (ii) On all copies sold for purposes of export **0%** of Net Receipts.

**2. ELECTRONIC PUBLICATION (except e-books)**

For the exploitation by the Publisher (including OUP UK and OPL) of all or part of the Work in any electronic form or medium, whether now known or hereafter devised, excluding e-books, but including (but not limited to):

- (i) publication on CD-ROM
- (ii) inclusion of all or part of the Work in any online service or electronic information storage or retrieval system
- (iii) the sale of all or any part of the Publisher's electronic publication of the Work to a third party for inclusion in that third party's own electronic publication:

**0%** of Net Receipts

**3. E-BOOKS.**

On sales of e-books (*i.e.* the individual publication of the entire verbatim text of the Work on a stand-alone basis in any electronic form or medium, whether now known or hereafter devised), whether published or sold by the Publisher or by a third party under license by, or grant of rights from, the Publisher:

**0%** of Net Receipts

**4. OTHER EDITIONS.**

(a) Book Club

- (i) On all copies sold to a book club at a price inclusive of royalty **0%** of Net Receipts.
- (ii) On all copies sold by a Book Club where the Book Club either manufactures copies itself or buys copies from the Publisher at a price exclusive of royalty (*i.e.* licensed book club rights) **0%** of Net Receipts, after deduction of the costs of any necessary plate manufacture, transportation or other expenses arising from the licensing of such rights.

(b) Audio

- (i) On all audio editions sold in the United States **0%** of Net Receipts.
- (ii) On all audio editions sold for the purposes of export **0%** of Net Receipts.

(c) Custom Publishing

On all copies of custom editions of the Work or material from the Work in print or electronic media created primarily for a particular institution **0%** of Net Receipts (such royalty will be proportionately based on the amount of material included in the product compared to the total amount of material in such product as provided in Clause A5 of this Schedule). In the event that the Publisher utilizes only small portions or quotes from the Work, a permission fee equal to the Editor's share of the standard fee for permissions (as provided in B1.8 below) will be paid to the Editor.

(d) Special Sales

On special sales, *i.e.* copies sold in the United States at a discount of sixty percent (60%) or more off of the list price, including, without limitation, sales outside the ordinary channels of trade **0%** of Net Receipts.

Sales of “other editions” of the Work as above in this Clause A4 will not be included in the number of total sales for the purpose of calculating entitlement to an increased royalty rate under Clause A1 of this Schedule.

**5. COMPOSITE WORKS.**

If the Work or part of the Work is exploited as part of any larger composite work, collection or anthology in any format whether print or electronic and whether by the Publisher or by a third party with the agreement of the Publisher, the Publisher will determine in good faith what proportion of the larger work the Work represents and calculate royalties due to the Editor under the above paragraphs in accordance with that proportion. Notwithstanding anything to the contrary in the foregoing, if the Publisher receives from a third party an allocation of the amount received by the Publisher from the sale or licensing of the Work and other work(s), the Publisher may use that allocation.

**6. REMAINDERS.**

No royalties will be payable on remaindered copies (*i.e.* copies sold for less than the manufacturing cost thereof plus ten percent (10%)).

**7. LOST, DAMAGED, SAMPLE OR REVIEW COPIES.**

No royalties will be payable on any sample or review copies of the Work (or part thereof) supplied in any media by the Publisher for promotional, publicity, or similar purposes that the Publisher deems appropriate; or on any copies that may at any time be lost, damaged or destroyed by any cause.

**B. SUBSIDIARY RIGHTS.**

1. For the licensing of subsidiary rights in the Work, the Publisher will pay to the Editor as follows:

<u>Rights</u>		<u>Payment due to Editor as % of Net Receipts</u>
1.1	Translation Rights	0%
1.2	Electronic Publishing Rights (except e-books), <i>i.e.</i> the right for a third party other than the Publisher, OUP UK or OPL to publish all or part of the Work in any electronic form or medium, whether now known or hereafter devised, including but not limited to publication on CD-ROM or inclusion of all or part of the Work in any online service, electronic information storage, or retrieval system provided by the third party (but excluding e-books, as to which Schedule II, Paragraph A3 above applies)	0%

### 1.3 Licensed Reprint Rights:

Hardcover: on all English language hardcover copies of the Work sold by another publisher reprinted under license from the Publisher, after deduction of the costs of any necessary plate manufacture, transportation or other expenses arising from the licensing of such rights **0%**

Paperback: on all English language paperback copies sold by another publisher reprinted under license from the Publisher, after deduction of the costs of any necessary plate manufacture, transportation or other expenses arising from the licensing of such rights **0%**

**1.4** All Other Subsidiary Rights not mentioned above (including without limitation first serialization, second serialization, sound reproduction, Braille, large type and other editions for the visually impaired or for the disabled or as required by law (unless such rights are granted by the Publisher without charge), Quotation, Syndication, Mechanical Production, Permissions, Broadcasting, Television, Dramatic, Film, Video, Microform, Digest, Abridgement, Condensation, Strip Cartoon, Picturization and Merchandising Rights. **0%**

**2.** All subsidiary rights not mentioned above will be controlled by the Publisher but the Editor will be entitled to a fair percentage of the Net Receipts in line with publishing practices at the relevant time, as determined in good faith by the Publisher.

**3.** The Editor will refer to the Publisher any inquiries he/she may receive regarding the exploitation of subsidiary rights in the Work.

**4.** For purposes of clarity, it is hereby acknowledged that the Publisher has the right for publicity and promotional purposes to permit without charge the publication or broadcast in any medium of such selections from the Work as may, in the opinion of the Publisher, benefit the sale of the Work.

**5.** In addition to the exclusive right to sell or license the subsidiary rights, the Publisher will be entitled to exercise such subsidiary rights itself. Except in respect of electronic publishing rights dealt with in Schedule II, Clause A2 above, in the event that the Publisher itself exercises such rights, "Net Receipts" shall be the amounts actually received by the Publisher, less all reasonable internal and external costs incurred by the Publisher in exercising such rights.

### **No Payments to the Editors**

**It is hereby acknowledged and agreed that the Editors wish to forego the payment of any royalties or other amounts accruing under this Agreement.**

### **SCHEDULE III (AMENDED)**

#### **REVISIONS TO STANDARD TERMS AND CONDITIONS**

The following clauses are in addition to, or replace, in whole or in part, the clauses in Schedule III.

**Paragraph 4.1 is hereby amended to add the following:**

Notwithstanding the foregoing, the Publisher shall use commercially reasonable efforts to consult with the Editors regarding the retail price of the first print edition of the Work.

**Paragraph 5.1** is hereby amended to provide that the grants contained therein are made on by the Employer, and not the Editor

**Pararaph 7 is hereby deleted and replaced with the following:**

It is hereby acknowledged and agreed that the Editors wish to forego the payment of any royalties or other amounts accruing under this Agreement and shall not receive any payment for the Work.

**Use of ideas and material from Work as part of business:**

Paragraph 9 is amended to add that the Publisher acknowledges that the ideas and concepts contained in the Work are used by the Editor in the normal course of the Editor's regular day-to-day business and the use of such ideas and concepts in the Editor's day-to-day business shall not be deemed in violation of paragraph 9 (Conflicting Works) of the Agreement.

In addition, notwithstanding anything to the contrary contained in the Agreement and without limiting the rights granted to the Publisher hereunder, the Publisher agrees that the Editor may use nominal amounts of verbatim material from the Work (not to exceed a total of **15 pages** from the Work) in the normal course of the Editor's regular day-to-day business (including in consulting, training, seminar and course materials), provided that (i) credit is given to the Work and to the Publisher; and (ii) the Editor shall not use the material in such a way as to interfere with, compete with or injure the sale of the Work.

**Paragraph 12.1** is hereby amended so that the line reading "the Editor has the unencumbered right to enter into this Agreement and to authorize publication of the Work;" is hereby deleted, pursuant to the Employer's warranty in the recitals of this Agreement.

**SCHEDULE III**  
**STANDARD TERMS AND CONDITIONS**

**1 EDITOR'S OBLIGATIONS.**

- 1.1 The Editor agrees to undertake the duties and responsibilities specified in Schedule I.
- 1.2 The Editor acknowledges and agrees, with respect to the delivery date(s) specified in Schedule I, that time is of the essence.

**2 ACCEPTANCE OF THE WORK.**

- 2.1 The Work must be satisfactory to the Publisher, in its sole discretion, in organization, content and form. Subject to the foregoing, the Publisher is not obliged to accept the Work for publication unless, in the Publisher's opinion, it is fit for publication and conforms in all material respects with the specification of the Work in Clause 1 of Schedule I, regardless of whether the Publisher may have accepted any partial submissions prior to submission of the final materials or paid any portion of any amounts due as a result thereof.
- 2.2 If the Editor delivers a manuscript for the Work exceeding the word/page count specified in Clause 1 of Schedule I by more than ten percent (10%), the Publisher may, at its sole discretion, choose to exercise the rights specified in Clauses 2.1 and 2.3 hereof or to accept the manuscript on the condition that the royalty rates specified in Clause A1 of Schedule II will be reduced by two percent (2%) for regular sales of the hardcover and by one percent (1%) for regular sales of the paperback editions, as relevant.
- 2.3 If the Publisher does not accept the Work or if the Editor fails to deliver all of the materials specified in Clause 1 of Schedule I on the delivery date(s) stated in Schedule I (or on such other date(s) as may be agreed in writing), then the Publisher, after giving the Editor four (4) weeks' written notice, may either:
  - 2.3.1 commission completion of the Work by another editor on terms that the Publisher considers fair to all parties, in which case the payment terms in Schedule II will be altered accordingly, or
  - 2.3.2 decline to publish the Work, in which event this Agreement will terminate upon written notice from the Publisher, provided that the Editor repays to the Publisher any part of any advance or grant that has already been paid under Schedule II. Neither party will thereafter have any liability to the other in respect of such termination.

**3 PROOFING AND PREPUBLICATION REVIEW.**

- 3.1 The Editor will read, check, and correct the Work (including tables and index, as relevant) in proof and return it promptly to the Publisher according to a schedule reasonably set by the Publisher, failing which the Publisher may consider the Work in proof as approved for press by the Editor and may make the changes it deems necessary and proceed with the publication of the Work. The Publisher will determine which stage of the proofs the Editor will read in accordance with the requirements of the Publisher's publication schedule. Apart from errors introduced by the printer or Publisher, all costs of making the Editor's and/or

Contributors' corrections, additions or deletions to the proofs or to the preparation and reproduction of artwork in the Work exceeding ten percent (10%) of the costs of composition of proofs and preparation of such artwork, respectively, will be borne by the relevant Contributor(s) and/or Editor and will be deductible from payments due to such Contributor(s) and/or Editor as the case may be, except that, if the Publisher so requests, payment therefore will be made in cash.

#### **4 PUBLISHER'S OBLIGATIONS.**

- 4.1 The Publisher will, subject to its approval of the finished material (it being acknowledged that the Publisher has the right to make editorial changes to the Work to prepare it for publication), publish the Work at its own expense and in such a form as it considers in its sole discretion, to be appropriate (including print on demand), and will have the final decision over all matters relating to the production, publication, promotion, advertising, sale and distribution of the Work, including but not limited to the format, imprint, trademark, logo or other identification, title, paper, type, printing, binding, jacket or cover, design, illustration, number and distribution of free copies, print number, price, distribution and terms of sale of the Work and any of subsequent edition or printing.
- 4.2 Notwithstanding Clause 4.1 or any other provision of this Agreement, the Publisher will be under no obligation to publish or continue publication of the Work if, in the Publisher's opinion:
  - 4.2.1 circumstances beyond the Publisher's reasonable control and not reasonably foreseeable at the date of the Agreement (by way of example but not limitation changes in market demand), would result in publication being uneconomic for the Publisher, in which case the Publisher will notify the Editor in writing specifying the circumstances that render publication uneconomic and terminating this Agreement, upon which all rights granted herein will revert to the Editor; or
  - 4.2.2 the Work contains unlawful material or raises legal risks or if a legal claim is asserted against the Work, in which event the Publisher may delay publication or cease publication for a reasonable time pending further investigation or the resolution of any claim, as relevant. If, after investigation of the risk or claim and consultation with the Editor (if available to consult with the Publisher), the Publisher determines that there appears to be a substantial risk of legal action or liability on account of the Work, the Publisher may terminate this Agreement in writing and/or may exercise any other remedies available to it under the circumstances. In the event of such termination, the Editor will promptly repay to the Publisher any advances, grants and other amounts paid by the Publisher to or on behalf of the Editor with respect to the Work, provided that any advance repayment will be limited to the amount by which the advances paid to or on behalf of the Editor under this Agreement exceed the royalties earned by the Editor under this Agreement. Notwithstanding anything to the contrary in the foregoing, the Publisher reserves the right, having first requested the Editor to do so, to alter text of the Work as may appear to it appropriate for the purpose of modifying or removing any passage which on the advice of its lawyers may be considered objectionable or likely to be actionable at law, but any such alteration or

removal and any request for substantiation will not impose on the Publisher any obligation of verification or affect the Editor's liability under this warranty and indemnity in respect of text not amended.

- 4.3 All materials supplied by the Editor will be returned to the Editor if the Editor so requests in writing, provided that they are no longer required by the Publisher. If the Editor has not requested the return of any materials supplied by the Editor within six (6) months after publication of the Work, then the Publisher will have the right to dispose of the said materials as the Publisher wishes.
- 4.4 The Publisher will not be responsible for any loss or damage (howsoever arising) to the Work, its figures and other related material while it is in the Publisher's custody or in the course of production or in transit or otherwise.

## **5 GRANT AND COPYRIGHT.**

- 5.1 The Editor hereby grants and assigns to the Publisher for the legal term of copyright (including any renewals, extensions, reversions and continuations thereof) all rights and interests in the Work and any new or revised, adapted or abridged editions thereof, including without limitation the exclusive rights, by itself and/or with others, to print, publish, republish, transmit, display, sell and distribute the Work and to prepare, publish and distribute derivative works based thereon, in all languages throughout the world, in any form or media of expression whatsoever now known or hereafter developed or invented (including without limitation any form of electronic publication distribution or transmission that the Publisher may wish); and to license such rights to others, as further specified in clauses A3 and B of Schedule II, on such terms as the Publisher may determine.
- 5.2 The copyright in the Work will belong to the Publisher. The Publisher will cause the copyright notice authorized by U.S. copyright law to be imprinted in each copy of the Work issued by it. The grant in Clause 5.1 above includes a grant to the Publisher of the right to secure registration of copyright in the Work in the Publisher's name or any other name the Publisher elects in such countries as the Publisher may deem expedient; the Editor agrees to take all steps necessary to effect such registration or any renewal thereof. The Editor agrees to execute and deliver to the Publisher any and all documents in proper or customary form necessary or helpful to record in the United States or other copyright office the Publisher's ownership of the copyright in the Work. The Editor hereby irrevocably appoints the Publisher as the Editor's attorney in fact to execute any such documents.
- 5.3 The Editor also hereby grants to the Publisher, for the same term as specified in Clause 5.1, the right in any medium (whether now known or hereafter devised) to display the Editor's name, likeness and biographical information in and on the Work or any portion thereof, in and on any derivative work based thereon and in any advertising, publicity and promotional materials used to market the Work, any portion thereof and/or any such derivative work.
- 5.4 The Editor agrees that the Publisher may amend and alter the Work in such manner as the Publisher may reasonably consider necessary.

## **6 PERMISSIONS.**

- 6.1 If releases or permission are required for any material contained in the Work (including without limitation textual extracts or figures/illustrations, photographs, maps, diagrams and tables), then the Editor will be responsible for ensuring that the relevant Contributor has obtained satisfactory permissions or releases as needed to reproduce the same in the Work, including all territories, rights, editions and forms thereof that are the subject of this Agreement. The Editor will forward the originals of the permissions to the Publisher as soon as possible after signing this Agreement and in any event no later than the date agreed with the Publisher for delivery of materials. The costs of such permissions will be borne by the relevant Contributor.
- 6.2 If the Work contains a substantial portion of material from documents prepared by a U.S. government employee within the scope of his/her employment and not subject to copyright, the Editor will notify the Publisher in writing of the existence and location of such material in the Work.

## **7 PAYMENTS, ACCOUNTING AND ADVANCES.**

- 7.1 Subject to the terms of this Agreement, the Publisher will make to the Editor the payments shown in Schedule II.
- 7.2 The Publisher will compile statements of sales of the Work and of earnings from the sale or licensing of subsidiary rights as of the 31st day of March and the 30th day of September in each year following the initial publication of the Work, and, on or before the 1<sup>st</sup> day of July and the 2<sup>nd</sup> day of January following, will deliver such statements together with payments for the amount shown due to the Editor. The Publisher reserves the right not to pay sums otherwise due to the Editor if the amount due is less than fifty dollars (\$50.00), in which case the sum will be carried forward to the next statement period in which the cumulative balance has reached fifty dollars (\$50.00).
- 7.3 In the event the Publisher makes any payment to the Editor prior to the first accounting date, such payment will be treated as an advance on royalties, unless otherwise agreed in writing.
- 7.4 For the avoidance of doubt, notwithstanding that the Publisher will generally account to the Editor for royalties on the sale of the Work at the time when the sale in question is invoiced to the Publisher's customer, the royalties on such sale are not actually due to the Editor until such time as the monies relating to such sale are earned and received by the Publisher in full. All royalties paid to the Editor by the Publisher before such monies are earned and received are a returnable advance against royalties due. Any such returnable advance, as well as any overpayment made by the Publisher to the Editor in respect of the Work (whether due to bad debts, credits given on returns or otherwise), may be deducted from any sums subsequently due to the Editor from the Publisher under this or any other Agreement with the Publisher; provided that if any such overpayment is not recouped by the Publisher within three (3) accounting periods, the Editor, upon written request by the Publisher, will pay the Publisher such overpayment. For the further avoidance of doubt, the Editor will be entitled to receive monies earned by the Editor under this Agreement only to the extent such monies earned by the Editor exceed the total of any advance paid under this Agreement.

- 7.5 In making any payments to the Editor under any provision of this Agreement, the Publisher will have the right to deduct any sums due to the Publisher from the Editor and to withhold any amounts required by applicable tax or other law or regulation.

**8 EDITOR'S COPIES.**

Upon publication of the Work, the Editor will, unless otherwise specified, receive on publication two hundred (200) copies of the Work free of charge (and the same number of any new edition of the Work with which edition(s) the Editor is involved) and, subject to availability in inventory, will be entitled to purchase at sixty percent (60%) of the U.S. recommended retail price any further copies of the Work required for the Editor's personal use and not for resale.

**9 CONFLICTING WORKS.**

During the continuance of this Agreement, the Editor will not write, edit, print or publish or cause to be written, edited, printed or published any work that may reasonably be regarded by the Publisher as likely to compete with or prejudicially affect the sale of the Work or the exploitation of any rights in the Work granted to the Publisher under this Agreement.

**10 SUPPLEMENTS/UPDATES.**

- 10.1 During the continuance of this Agreement, in order to keep the Work (in each edition) up to date and to ensure continuing sales, the Editor will, if called upon by the Publisher following publication and without additional charge to the Publisher, prepare supplements or updates to the Work.
- 10.2 Subject to Clause 10.3, sales of supplements or updates will attract the same royalties as are payable to the Editor in respect of paperback sales of the Work.
- 10.3 Should the Editor, for any reason whatsoever, not prepare and deliver any supplement or update in accordance with the timetable set out Schedule I or within such time as may reasonably be required by the Publisher, the Publisher will be free to employ for that purpose such person or persons as it may think fit and to deduct all or part of the remuneration payable to such person(s) from any monies due to the Editor in respect of that supplement or update.

**11 NEW EDITIONS.**

- 11.1 The Editor will, if called upon to do so by the Publisher and without additional charge to the Publisher, edit and coordinate the preparation of new editions of the Work on a schedule the Publisher requests. Any such new edition will be prepared and published and payments made to the Editor in respect thereof all in accordance with the terms of this Agreement (except for any provisions providing for payment of any grants or advances).
- 11.2 In the event that agreement is not reached within a reasonable period (not exceeding three [3] months) on the terms for preparation of a new edition, or if the Editor for any reason whatsoever does not or cannot prepare an appropriate new edition in form and content satisfactory to the Publisher, or if the Editor fails, by the delivery date stipulated, to deliver such new edition in form and content satisfactory to the Publisher, then (without prejudice to any other rights the Publisher may have against the Editor in respect of such failure to

deliver by the delivery date) the Publisher will be free to employ an alternative person or persons to edit and coordinate the preparation of that and any subsequent new edition(s) of the Work in such a manner as the Publisher may consider appropriate. In such event:

- 11.2.1 the Editor will be deemed to have retired from the editorship of the Work in accordance with Clause 16 below;
- 11.2.2 the Publisher may (but will not be obligated to) publish the Work in the joint names of the Editor and such person(s) or under such names and in such style as the Publisher may (at its sole discretion) consider appropriate in the circumstances.

## **12 EDITOR'S REPRESENTATIONS, WARRANTIES AND INDEMNITY.**

- 12.1 The Editor represents and warrants to the Publisher and its assignees and licensees that: the Editor has the unencumbered right to enter into this Agreement and to authorize publication of the Work; the Editor is the sole author of the Editor's contribution to the Work; the Editor's contribution to the Work is original and has not previously been published in any form (except for material of others included in the manuscript with the Publisher's written consent and the written permission of the copyright proprietor or written confirmation of the Publisher's determination that permission is not needed); the Editor's contribution to the Work is in no way whatsoever a violation or infringement of any existing copyright or license or duty of confidence or duty to respect privacy or any other right of any person or party; neither the Work nor any material portion thereof is, or will be during the statutory term(s) of copyright, in the public domain; the Editor's contribution to the Work contains nothing that violates any right of privacy, is defamatory or otherwise violates any other right of any kind of any person or entity, nor does the Work contain anything that is obscene or in any other way unlawful or misleading; the Editor has not misrepresented to the Publisher the Editor's academic or other credentials; and all statements in the Editor's contribution to the Work purporting to be facts are true and any recipe, formula, diagram, table, recommended treatment, dosage or instruction contained therein, whether textual or illustrative, and whether intended to be informative or instructional, is based on the best information currently available.
- 12.2 The Editor agrees to indemnify and hold harmless the Publisher, its affiliates, assignees, and licensees and its and their respective directors, officers, members, managers, employees, agents, distributors and customers (each, an "Indemnitee") against any damage, loss, liability, injury, or cost or expense (including without limitation reasonable attorneys' fees and costs), settlement or judgment arising out of any claim (a "claim") by third parties that any of the above representations or warranties has been breached. If a claim is brought against an Indemnitee, the Publisher will have the right to defend with counsel of its own choice. The Editor agrees to cooperate in the defense and will have the right to participate in the defense at the Editor's own expense. The Publisher may withhold payments due or to become due to the Editor under this Agreement pending the final resolution of the claim and/or apply any such payments to the reduction of the obligations of the Editor to the Indemnities described in this Clause 12.2.
- 12.3 All representations, warranties and indemnities contained in this Agreement will survive the expiration or termination of this Agreement.

**13     WASTING AND REMAINDERING.**

If, in the Publisher's opinion, the Work has ceased to have a sufficiently remunerative sale, the Publisher may remainder and/or waste any remaining stock, but will not do so within twelve (12) months after first publication of the Work unless otherwise agreed with the Editor.

**14     REVERSION OF RIGHTS.**

14.1 If, at any time after five (5) years from Publisher's initial publication of the Work, the Work becomes "unavailable for sale" (as defined below), the Publisher will, within six (6) months after receipt of a written request from the Editor for reversion of rights in the Work, either (a) arrange for the reprinting or reissuing of the Work by the Publisher or a licensee, or (b) terminate this Agreement and, upon payment to the Publisher of any sums owed by the Editor to the Publisher, revert all rights in the Work to the Editor, subject to the provisions of the remainder of this Clause. For purposes hereof, the Work will be considered "unavailable for sale" if there is no edition of the Work published or licensed by the Publisher available for sale in any English language edition and there is no agreement in place between the Publisher and a third party for the publication within a reasonable period of a sublicensed edition in the English language; the Work will not be considered "unavailable for sale" if it is available via regular retail channels. Notwithstanding the foregoing, if it is not possible for the Publisher to reprint or reissue the Work for reasons connected with any war, strikes, lockouts, or other circumstances beyond the Publisher's reasonable control, the Work will not be considered "unavailable for sale".

14.2 Any agreement entered into before the termination of the Publisher's rights in the Work (whether under Clause 14.1 or any other provision of this Agreement) will continue in force for the duration of its term and the Publisher will continue to receive and retain the proceeds therefrom (paying the Editor the Editor's royalties or other earnings on such proceeds). The Publisher may, following termination, sell or otherwise dispose of any remaining stock on hand at the date of termination and any copies returned thereafter and may print and sell additional copies to the extent necessary to meet the above-described pre-existing contractual commitments.

**15     RETIREMENT OF EDITOR.**

15.1 At any time after the publication of the first edition of the Work, the Editor may retire as editor of the Work by giving the Publisher at least three (3) months' notice in writing prior to the effective date of retirement.

15.2 The Editor will, prior to the effective date of such retirement, deliver to the Publisher all manuscripts, drafts, writings, proofs and other material of his/her own or from Contributors that the Editor may have in his/her possession in respect of the Work, and provide all assistance that may reasonably be required by the Publisher in making arrangements for the appointment of a successor and the smooth transition of responsibilities to that successor.

15.3 All sums payable to the Editor under the terms of this Agreement in respect of any edition in print at the time of the Editor's retirement and on any reprints of such edition will continue to be paid to the Editor pursuant to the terms of this Agreement. The Editor will cease to participate financially in any further editions or substantially revised reprints or versions of

the Work, but the Publisher will have the right of continuing use of the Editor's name on any or all editions subsequent to the Editor's retirement.

## **16 REMOVAL OF EDITOR.**

16.1 The Publisher will be entitled at any time by serving written notice on the Editor or any of the joint Editors to terminate the Editor's or any of the joint Editors' appointment hereunder with immediate effect in any of the following events:

16.1.1 the Editor commits any serious or persistent breach of the terms of his/her appointment or, in the case of a breach capable of remedy, fails to remedy such breach within thirty (30) days of being required to do so by the Publisher; or

16.1.2 the Editor is or becomes, through illness, injury or otherwise, incapable of performing the whole or any substantial part of his/her duties hereunder for any material time.

16.2 Upon termination of the Editor's or any of the joint Editors' appointment under this Clause:

16.2.1 the Publisher will cease to have any liability towards the Editor save as expressly provided in this Clause 16;

16.2.2 the Editor will immediately cease to hold him/herself out as the volume editor of the Work or as in any other way connected with the Work and will deliver up to the Publisher within seven (7) days of termination all manuscripts, contributions (whether or not completed), proofs, stationery and other documents or materials relating to the Work or belonging to the Publisher that are in the possession or control of the Editor.

16.3 All sums payable to the Editor under the terms of this Agreement in respect of any edition in print at the time of termination of the Editor's appointment and on any reprints of such edition will continue to be paid to the Editor. The Editor will cease to participate financially in any further editions or substantially revised reprints or versions of the Work, but the Publisher will have the right of continuing use of the Editor's name on any or all editions subsequent to termination of the Editor's appointment.

## **17 DEATH OR DISABILITY OF EDITOR.**

17.1 Should the Editor or any of the joint Editors be prevented by disability or death from completing the Work, the Publisher will, at its option, either:

17.1.1 purchase from the Editor's executors, administrators or assigns (as the case may be) such writings the Editor has done in respect of the Work and a grant and assignment of the copyright therein at a price to be agreed in lieu of any monies that would otherwise be owing pursuant to this Agreement if the Editor had completed the Work, and entrust the completion of the Work to another party; or

17.1.2 terminate the Agreement by notice in writing, without liability for any payment to the Editor's executors, administrators or assigns.

- 17.2 Following the death of the Editor or any or all of the Editors after publication of the Work, the following provisions will apply:
- 17.2.1 all sums payable to the deceased under the terms of this Agreement on any edition in print at the time of the Editor's death will be paid to the Editor's estate;
  - 17.2.2 all sums payable to the deceased Editor under the terms of this Agreement on the next edition subsequent to the Editor's death, less any fees and/or royalties payable to another Editor in the course of preparing such new edition for press will be paid to such Editor's estate; and
  - 17.2.3 thereafter no sums will be paid or payable to the deceased Editor's estate.

**18 JOINT EDITORS.**

Where two or more persons participate in the authorship of the Work and are parties to this Agreement, the following provisions apply:

- 18.1 The term 'Editor' will be understood to mean editors in the plural, and the rights, obligations and liabilities of the Joint Editors are joint and several, but the Publisher may exercise any or all of its rights and remedies with respect to the editors individually or collectively.
- 18.2 The total number of editor copies will be as indicated in paragraph 8 of Schedule III; unless that would result in any co-editor not receiving a copy, in which event the total number provided in paragraph 8 will be increased such that each co-editor will receive one free copy of the Work.
- 18.3 If one Editor does not perform the obligations required, the Publisher may proceed with the other editor(s) without obligation to the non-performing editor, including without limitation that it may continue to publish the Work (if necessary by commissioning another editor to assume responsibility for that Editor's contribution) in the joint names of the Editors and such third party or as it may consider appropriate in the circumstances, and the Publisher will in its sole discretion but after full discussion with the participating Editors determine what proportion of the royalties (if any) payable hereunder ought fairly to be paid to the Editor who has ceased to contribute or has reduced his/her contribution to the Work including in any second or subsequent edition.
- 18.4 In the event of a dispute between the Joint Editors that they are unable to resolve over any matter relating to any edition of the Work (including, without limitation, issues relating to the preparation and/or content of the text or payment), then, after consultation with the Joint Editors, the Publisher may (but is not obligated to) resolve the dispute and in such event the Editors will abide by the Publisher's decision.
- 18.5 If one Joint Editor dies, all sums payable all sums payable to the deceased under the terms of this Agreement on any edition in print at the time of the Editor's death will be paid to the Editor's estate; all sums payable to the deceased Editor under the terms of this Agreement on the next edition subsequent to the Editor's death, less any fees and/or royalties payable to another editor in the course of preparing such new

edition for press will be paid to such Editor's estate; and thereafter no sums will be paid or payable to the deceased Editor's estate.

- 18.6 The Publisher will not be obliged to take account of any partnership or other relationship between the Editors.

**19 JURISDICTION AND CHOICE OF LAW.**

This Agreement will be governed and interpreted according to the laws of the State of New York as if executed and fully performed in New York, but without regard to the State's principles of conflicts of laws. The Federal and State courts located in New York County will have exclusive jurisdiction over any disputes arising in connection with this Agreement and each of the parties hereby consents to the jurisdiction of such courts.

**20 GENERAL.**

- 20.1 It is understood and agreed that the Editor is an independent contractor and not an employee or agent of the Publisher. The Editor shall choose the time and manner for performing his/her services and the hours of Series shall be of his or her own choosing. Although no supervision of the job is contemplated by the Publisher, the Editor must follow the Publisher's specifications as described in Schedule I hereto.
- 20.2 This Agreement may not be amended, varied, or supplemented except by a writing signed by the parties or their duly authorized representatives. This Agreement sets forth the entire agreement between the parties regarding its subject matter and supersedes and replaces all prior discussions, arrangements, and agreements (whether written or oral) relating thereto. In the event of any conflict between this Schedule III and either or both of Schedule I and Schedule II, the provisions of Schedule I and/or Schedule II (as relevant) will control.
- 20.3 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions, which will remain in full force and effect. The parties will use their best efforts to achieve the purpose of any invalid provision by a new, legally valid stipulation. No failure or delay on the part of either party to exercise any right or remedy under this Agreement or any single or partial exercise of such right or remedy will be construed as a waiver thereof.
- 20.4 The Publisher may assign this Agreement or any of its interests in it and may delegate its duties. Because this Agreement is a personal service contract, the Editor may not assign it nor may the Editor delegate its duties without the Publisher's prior, written consent; provided, however, that the Editor may assign any monies due or to become due to the Editor under this Agreement upon giving the Publisher written notice of such assignment. Any assignment in contravention of this paragraph will be null and void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Publisher and the successors, heirs and estate of the Editor.
- 20.5 Any notice required or permitted to be given under this Agreement will be sufficient if sent to the address for each of the parties set forth at the beginning of this Agreement (unless the relevant party has specified different contact details by thirty (30) days' notice to the other) by regular or first class mail, overnight delivery or by personal delivery

(unless the provision regarding such notice calls for another type of dispatch, in which case such type of dispatch will be required). Such notices will be deemed given: three (3) business days following the date of posting if sent by mail; one (1) business day following the date of posting by overnight delivery or by personal delivery (provided that receipt of such delivery is evidenced by signature for and on behalf of the addressee).

## CONTRIBUTOR'S AGREEMENT

**AGREEMENT** made this << **date** >> day of << **month** >>, << **year** >> between Oxford University Press, Inc., 198 Madison Avenue, New York, New York 10016, a not-for-profit organization incorporated under the laws of the state of Delaware (the “Publisher”), and The County of Los Angeles (the “Employer”) for and on behalf of

<< **Name of Contributor** >>

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

(the “Contributor”)

**WHEREAS** the Employer warrants to the Publisher and its assignees and licensees that the Employer has the unencumbered right to enter into this Agreement for and on behalf of the Contributor and to authorize publication of the Contribution; and

**WHEREAS** the Employer guarantees that they will compel the Contributor’s performance pursuant to the terms of this Agreement;

with respect to written material (the “Contribution”) to be prepared for publication in a work provisionally entitled **Public Health In Practice** (the “Work”) , **which Work will be edited by Jonathan Fielding and Steven Teutsch (the “Editor”)**.

**1. PUBLISHER’S COMMISSION.** The Publisher hereby commissions the Contributor to write and to assist in preparation for publication the Contribution as further described on Schedule A hereto (as such Schedule A may be amended from time to time in writing signed by both parties), which Schedule A is hereby incorporated by reference and made a part of this agreement.

**2. WORK-FOR-HIRE.** The Contributor acknowledges that the Publisher has commissioned the Contribution as a work-for-hire, that the Publisher will be deemed the author of the Contribution as employer-for-hire, and that the copyright in the Contribution will belong to the Publisher during the initial and any renewal or extended period(s) of copyright. To the extent, for any reason, that the Contribution or any portion thereof does not qualify or otherwise fails to be a work-for-hire, the Contributor hereby assigns to the Publisher whatever right, title and interest the Contributor would otherwise have in the Contribution throughout the world.

**3. ROLES AND RESPONSIBILITIES.** Preparation of the Contribution for publication will involve the following roles and responsibilities:

- a. The Contributor will deliver to the **Editor** a manuscript of the Contribution as, and according to the schedule, specified on Schedule A.

- b. The Publisher may have the Contribution reviewed by the editor of the Work and others.
- c. The Contributor agrees, if requested by the **Publisher**, to read, revise, and correct the Contribution as may be required to make it satisfactory and will return the revised/corrected proofs promptly according to a schedule reasonably set by the **Publisher** in keeping with the requirements of the Publisher's publication schedule. (Amendments made by the Contributor at proof stage will be strictly limited to the correction of factual or legal inaccuracies and of typographical errors.)
- d. As between the Contributor and the Publisher, the Publisher will have the right, to be exercised in its sole discretion, to make determinations concerning the production, publication, promotion, advertising, sale, and distribution of the Contribution and the Work, including but not limited to the format, imprint, trademark, logo or other identification, the style and manner in which the Work is produced, the type, extent and manner of promotion of the sale of the Work and the prices at which it is sold. Without limiting the foregoing, the Publisher may copyedit the Contribution to make it conform to a style of punctuation, spelling, capitalization, and usage it deems appropriate to the Work.

**4. COMPENSATION.** As full consideration for the Contributor's grant of rights hereunder and delivery of a complete and satisfactory manuscript of the Contribution in form and content satisfactory to the Publisher, the Publisher will compensate the Contributor as specified on Schedule A hereto.

**5. USE OF CONTRIBUTOR'S NAME.** The Publisher and its assignees and licensees will have the right to display the Contributor's name, likeness and biographical information in the Work or any portion thereof, any derivative work based thereon in any medium (whether now known or hereafter devised) and in any advertising, publicity and promotional materials used to market the Work, any portion thereof and/or any such derivative work.

**6. WARRANTIES AND REPRESENTATIONS.** The Contributor makes the following warranties and representations: that he or she has full power and authority to enter into this agreement; that the Contribution hereunder written and delivered will be, except for material that may be quoted from acknowledged sources (for which the Contributor has obtained any needed permissions, as provided in Schedule A), the Contributor's new, unpublished, and original work; that he or she has not in any manner granted or assigned any of the rights hereby granted to the Publisher; and that the Contribution hereunder written and delivered will contain no material that, if published, will be libelous or otherwise contrary to law or that would infringe upon any copyright or other proprietary or personal right; and all statements in the Contribution purporting to be facts are true and any recipe, formula, diagram, table, recommended treatment, dosage or instruction contained therein, whether textual or illustrative, and whether intended to be informative or instructional, is based on the best information currently available.

**7. INDEMNIFICATION.** The **Employer** agrees to indemnify and hold the Publisher and its assignees and licensees harmless against any claims, deeds, suits, actions, proceedings, recovery, cost or expense of any nature whatsoever arising from any breach of the warranties and representations herein contained. It is understood that the warranties, representations, and indemnifications contained herein will survive the termination of this agreement. The Publisher reserves the right, having first requested the Contributor to do so, to alter the Contribution as may appear to it appropriate for the purpose of modifying or removing any passage which may be considered objectionable or likely to be actionable at law, but any such alteration or removal will not affect the **Employer's** liability under this indemnity in respect of Contribution not amended.

**8. COMPETITIVE WORK.** The Contributor agrees that, as long as the Work is in print, s/he will not, without the Publisher's prior written consent, publish or contract with any other publisher for the publication of material by him/her (individually or jointly) that is similar to the Contribution and is intended for inclusion in a competitive work, *i.e.* a work similar to the Work in content, scope, structure and intended audience. (It is acknowledged that the Contributor may be regularly engaged in writing and publishing chapters on subjects similar or identical to the Contribution and it is agreed that nothing herein will be construed to prohibit the Contributor from publishing such material provided it is not included in a competitive work.) For purposes of this clause, the Work will not be considered "out of print" if it is available for sale through regular trade channels in print or electronic format by the Publisher or under a license from the Publisher.

**9. JURISDICTION AND CHOICE OF LAW.** This Agreement will be governed and interpreted according to the laws of the State of New York as if executed and fully performed in New York, but without regard to the State's principles of conflicts of laws. The Federal and State courts located in New York county will have exclusive jurisdiction over any disputes arising in connection with this Agreement and each of the parties hereby consents to the jurisdiction of such courts.

**10. GENERAL.**

- a. This Agreement may not be amended, varied, or supplemented except by a writing signed by the parties or their duly authorized representatives. This Agreement sets forth the entire agreement between the parties regarding its subject matter and supersedes and replaces all prior discussions, arrangements, and agreements (whether written or oral) relating thereto.
- b. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions, which will remain in full force and effect. The parties will use their best efforts to achieve the purpose of any invalid provision by a new, legally valid stipulation. No failure or delay on the part of either party to exercise any right or remedy under this Agreement or any single or partial exercise of such right or remedy will be construed as a waiver thereof.
- c. The Publisher may assign this Agreement or any of its interests in it and may delegate its duties. Because this Agreement is a personal service contract, the Contributor may not assign it nor may the Contributor delegate its duties without the Publisher's prior, written consent; provided, however, that the Contributor may assign any monies due or to become due to the Contributor under this Agreement upon giving the Publisher written notice of such assignment. Any assignment in contravention of this paragraph will be null and void and of no force or effect.
- d. Any notice required or permitted to be given under this Agreement will be sufficient if sent to the address for each of the parties set forth at the beginning of this Agreement (unless the relevant party has specified different contact details by thirty (30) days' notice to the other) by regular or first class mail, overnight delivery or by personal delivery (unless the provision regarding such notice calls for another type of dispatch, in which case such type of dispatch will be required). Such notices will be deemed given: three (3) business days following the date of posting if sent by mail; one (1) business day following the date of posting by overnight delivery or by personal delivery (provided that receipt of such delivery is evidenced by signature for and on behalf of the addressee).

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date above written.

EMPLOYER

OXFORD UNIVERSITY PRESS, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

Date: \_\_\_\_\_

\_\_\_\_\_  
Phone

Date: \_\_\_\_\_

## SCHEDULE A

### CONTRIBUTION SPECIFICATIONS

The Contribution will meet the following requirements:

Subject matter and treatment:

<< insert summary description here >>

Length and Delivery Deadline(s):

The Contribution will consist approximately of the number of [ **manuscript pages** ] [ **words** ] and be delivered according to the deadlines specified below

**specific delivery deadline**

Delivery Format:

No later than the date(s) specified above, the Contributor will deliver an electronic file of the Contribution to the **Publisher** by electronic mail, which file will consist of a double-spaced manuscript of the Contribution in English, with all necessary footnotes, paragraph numbers, headings, etc., complete and in accordance with any guidelines provided by or on behalf of the Publisher.

Permissions

If the Contribution includes material protected by copyright (including, without limitation, Contribution, illustrations, photographs, maps, diagrams, tables, or artwork), the Contributor will obtain written permission as necessary for the Publisher to reproduce the same in the Work **as directed by the Publisher** and will forward to the **Publisher** the originals of the permissions on or before the date specified above for final delivery of the Contribution. If the Contributor is prevented from securing such permission by reasons beyond his/her control, the Contributor hereby appoints the **Publisher** his/ her attorney-in-fact for such purposes. The costs of obtaining permissions will be borne by the Contributor.

### COMPENSATION

Contributor's Copy

The Publisher will provide the Contributor, upon the Publisher's initial publication of the Work incorporating the Contribution, one (1) copy of the Work, free of charge for the Contributor's personal use, but not for resale.

**GUARANTEE** given this 9<sup>th</sup> day of **March, 2011** to **Oxford University Press, Inc.** (the “Publisher”) of 198 Madison Avenue, New York, NY 10016.

**WHEREAS** the Publisher and **The County of Los Angeles** (the “Employer”), will be executing simultaneously herewith a publishing agreement (the “Agreement”) regarding publication of a work entitled ***Public Health in Practice*** (the “Work”) to be edited and prepared by **Jonathan Fielding and Steven Teutsch** (the “Guarantor”);

**WHEREAS** the Guarantor desires to induce the Publisher to enter into the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, the Guarantor agrees as follows:

1. The Guarantor unconditionally guarantees to the Publisher and its affiliates, successors and assigns the prompt performance by the Employer of each and every obligation, duty and liability as and when due to the Publisher pursuant to the Agreement and otherwise, as though the Guarantor were the party designated in the Agreement as the “Editor”.

2. The obligations of the Guarantor pursuant to this Guarantee shall be irrevocable, continuing and absolute; may not be assigned by the Guarantor; shall not be subject to any counterclaim, set-off or defense based upon any claim the Guarantor may have against the Employer or the Publisher; and shall remain in full force and effect. The Guarantor’s obligations shall not be released, discharged or in any way affected by any circumstance or condition (whether or not the Guarantor shall have any knowledge or notice of same), including without limitation:

(a) any amendment, modification of, or supplement to the Agreement between the Employer and the Publisher;

(b) any assignment or transfer of the Agreement by the Publisher;

(c) any waiver, consent, or other action pursuant to the Agreement, or any exercise or non-exercise of any right, remedy, power or privilege pursuant to the Agreement or this Guarantee;

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, dissolution or similar occurrence or proceeding by, against, or with respect to the Employer; and

(e) any limitation on the liability of the Employer other than in accordance with the terms of the Agreement, or any invalidity or unenforceability, in whole or in part, of the Agreement or any part thereof.

3. The Publisher shall have the right to use the name, likeness and biographical data of the Guarantor on any edition of the Work or in any derivative work thereof, and in the advertising, publicity and promotion related thereto and may grant such rights in connection with the license of any subsidiary rights in the Work. The Guarantor shall provide in a timely manner any information reasonably requested by the Publisher for use in promoting and advertising the Work.

4. The Guarantor unconditionally waives:

(a) notice of default or breach on the part of the Employer pursuant to the Agreement or this Guarantee;

(b) notice of any of the matters set forth in Paragraph 2 above;

(c) demand upon the Employer for any obligation, duty and liability pursuant to the Agreement or this Guarantee; and

(d) all notices which may be required by statutes, rule of law or otherwise to preserve any rights against the Guarantor hereunder, including without limitation, any notice of any failure on the part of the Employer to perform or comply with any terms of the Agreement.

5. This Guarantee may not be modified, changed, waived, discharged, or terminated except in writing signed by both parties. The terms of this Guarantee shall be binding upon and inure to the benefit of and be enforceable by the heirs, successors, and administrators of the Guarantor and by the affiliates, successors and assigns of the Publisher.

6. This Guarantee shall be construed and interpreted pursuant to the laws of the State of New York applicable to contracts wholly entered into and performed in the State of New York. Any legal action, suit or proceeding arising out of or relating to this Guarantee or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to service of process by registered mail or certified mail, return receipt requested, at the last known address of such party.

**IN WITNESS WHEREOF**, the Guarantor has caused this Guarantee to be executed as of the date set forth above.

By: \_\_\_\_\_  
Jonathan Fielding

By: \_\_\_\_\_  
Steven Teutsch

**GUARANTEE** given this 17th day of **March, 2011** to **Oxford University Press, Inc.** (the “Publisher”) of 198 Madison Avenue, New York, NY 10016.

**WHEREAS** the Publisher and **The County of Los Angeles** (the “Employer”), will be executing simultaneously herewith a contributor’s agreement (the “Agreement”) regarding publication of a work entitled **[INSERT CHAPTER TITLE HERE]** (the “Contribution”) to be written and prepared by **[INSERT NAME OF VOLUME AUTHOR HERE]** (the “Guarantor”), and included in the Work presently titled *Public Health in Practice*;

**WHEREAS** the Guarantor desires to induce the Publisher to enter into the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, the Guarantor agrees as follows:

1. The Guarantor unconditionally guarantees to the Publisher and its affiliates, successors and assigns the prompt performance by the Employer of each and every obligation, duty and liability as and when due to the Publisher pursuant to the Agreement and otherwise, as though the Guarantor were the party designated in the Agreement as the “Contributor”.

2. The obligations of the Guarantor pursuant to this Guarantee shall be irrevocable, continuing and absolute; may not be assigned by the Guarantor; shall not be subject to any counterclaim, set-off or defense based upon any claim the Guarantor may have against the Employer or the Publisher; and shall remain in full force and effect. The Guarantor’s obligations shall not be released, discharged or in any way affected by any circumstance or condition (whether or not the Guarantor shall have any knowledge or notice of same), including without limitation:

(a) any amendment, modification of, or supplement to the Agreement between the Employer and the Publisher;

(b) any assignment or transfer of the Agreement by the Publisher;

(c) any waiver, consent, or other action pursuant to the Agreement, or any exercise or non-exercise of any right, remedy, power or privilege pursuant to the Agreement or this Guarantee;

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, dissolution or similar occurrence or proceeding by, against, or with respect to the Employer; and

(e) any limitation on the liability of the Employer other than in accordance with the terms of the Agreement, or any invalidity or unenforceability, in whole or in part, of the Agreement or any part thereof.

3. The Publisher shall have the right to use the name, likeness and biographical data of the Guarantor on any edition of the Work or in any derivative work thereof, and in the advertising, publicity and promotion related thereto and may grant such rights in connection with the license of any subsidiary rights in the Work. The Guarantor shall provide in a timely manner any information reasonably requested by the Publisher for use in promoting and advertising the

Work.

4. The Guarantor unconditionally waives:

(a) notice of default or breach on the part of the Employer pursuant to the Agreement or this Guarantee;

(b) notice of any of the matters set forth in Paragraph 2 above;

(c) demand upon the Employer for any obligation, duty and liability pursuant to the Agreement or this Guarantee; and

(d) all notices which may be required by statutes, rule of law or otherwise to preserve any rights against the Guarantor hereunder, including without limitation, any notice of any failure on the part of the Employer to perform or comply with any terms of the Agreement.

5. This Guarantee may not be modified, changed, waived, discharged, or terminated except in writing signed by both parties. The terms of this Guarantee shall be binding upon and inure to the benefit of and be enforceable by the heirs, successors, and administrators of the Guarantor and by the affiliates, successors and assigns of the Publisher.

6. This Guarantee shall be construed and interpreted pursuant to the laws of the State of New York applicable to contracts wholly entered into and performed in the State of New York. Any legal action, suit or proceeding arising out of or relating to this Guarantee or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to service of process by registered mail or certified mail, return receipt requested, at the last known address of such party.

**IN WITNESS WHEREOF**, the Guarantor has caused this Guarantee to be executed as of the date set forth above.

By: \_\_\_\_\_  
Chapter Author